

THE HONOLULU REPUBLICAN.

Part I.
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PRICE FIVE CENTS

SENATORIAL GOOD ROADS CONVENTION

Large Sums Added to
Appropriations for
Hawaii Nei.

SENATE OVERLOOKS ORGANIC ACT

EACH DISTRICT WITHIN THE
TERRITORY MAKES DEMAND
FOR FAT INCREASE

English Translation Conspicuous By
Its Absence. Waterpipes For
Senator Achi's District at Palama
—Mr. Kahilina Secures \$10,000.

An additional burden was placed upon the shoulders of the already hump-backed tax payers of the Territory of Hawaii as a result of the Saturday morning session of the Senate. Before the learned body of legislators adjourned a lump sum aggregating close upon \$100,000 was added to the extravagantly constructed appropriation bill as submitted by the Governor.

To a man in the gallery it seemed as if the Senators to a man had arrived at a conclusion that their respective axes needed grinding. Mr. Kaunaha, famed for his reduction propensities, was absent, said to relate. The bars were apparently let down. Fat sums were applied for road work on almost every island in the group, over and above the amounts already set aside in the appropriation bill.

Legislators from the island of Hawaii strongly advocated increased appropriations for their respective districts. The two Konas each received an increase of \$8,000 over the sum of \$4,000 as in the bill. Making a lump sum of \$24,000 for the Konas.

After the bill was started rolling, the Senators came in on the running. Mr. Achi was granted \$5,000 for laying water pipes upon some land controlled by him at Palama. Mr. Naikapahu was allowed \$10,000 for the same purpose on Kauai. In Mr. Naikapahu's district there were numerous demands for better highways. In fact the proceedings were much likened to the witnessed at a "good roads" convention down in the cow counties of southern Utah.

Then again the entire proceedings with a Japanese interpreter in a half hour were conducted in the Hawaiian tongue which of itself is contrary to the provisions of the Organic Act. For a lapse of fifteen minutes at a stretch there would be no attempt made for an English translation. Republican and Independent Senators alike offered their motions for the piling on of additional expenses in Hawaiian. These sums were approved in Hawaiian and the results of the vote in most cases would be apparent to the "outlanders of the press" only by the pleased expression of the lawmaker in whose district the windfall would prove a benefit.

Visitors to the Senate Chamber would climb the stairs to the bungalow loft, tarry a few moments through uninvited discussions at a foreign tongue, then scratch their heads in a thoughtful manner and wonder if it was possible that they were really in a country over which floats the stars and stripes.

Dr. Russell, perhaps the only member of the Senate not versed in the Hawaiian tongue, became so weary in calling for translations, and in discussion left the room to seek consolation with his cigarette upon the bungalow lanai, and let the debate run its gamut.

Included in the morning routine, Chairman Russell of the Public Health Committee asked for more time in which to report.

A resolution offered by Mr. Kaunakalani, which was afterward adopted, read as follows:

"Resolved, That the sum of \$5,000 be inserted in the appropriation bill for the Puna Road which begins from Nuuanu street and runs to the boundary of that street, the same having been petitioned for at the regular session of the Legislature of 1901."

A second resolution read, "Resolved that the sum of \$13,000 be inserted in the appropriation bill for the construction of a road connecting the frontier of old Olaa reservation settlement along the trail with the Volcano road at 22 miles."

Twenty thousand dollars was appropriated for the extension of Fort street to Puna road.

An item calling for \$4,000 for a road from Waimae to North Kohala on Hawaii passed.

Mr. Paia of Hawaii offered several motions calling for increased appropriations for roads in North and South Kona. The items passed.

South Kona road appropriations were increased from \$4,000 as in the bill to \$12,000 upon motion of Mr. Achi.

The roads in Honolulu district came in for a share of attention from the legislators and Mr. Achi made a strong plea for the road appropriations for the 5th district of Honolulu.

He offered a motion to the effect that in place of the lump sum of \$300,000 for Honolulu road district, the appropriation be made to read \$150,000 for the 4th district, and \$140,000 for the 5th district.

"We have no outlet in our district should there be a quarantine against our district," said Mr. Achi. "The city streets are in better condition than ever before, hence I believe that the 4th and 5th districts should receive some attention." The items passed. Achi then made a tearful plea for a water main through his addition south of the Kamehameha Girls school to cost \$5000. He gained his point.

Mr. Brown secured an additional thousand dollars for the Koolaula road item in the appropriation.

Then came Mr. Kahilina who succeeded in inserting an item of \$10,000 for water pipes in the district in which he resides, situated beyond Palama, and adjoining that of Mr. Achi.

Dr. Russell pushed through an appropriation of \$10,000 for improvement of the Peck road at Olaa.

The item of Salary of the Supreme Court Officer, \$2400, was changed to read: "Salary of the Supreme Court Bailiff, \$2400."

The sum of \$4000 for the repairing of the road from Kawaihewa to the Boundary of North Kona, was inserted.

The item of Koloa Water Works, \$200, was raised to \$2000.

New items inserted in the bill were: Road from Mahukona to Kapaau, \$4000; Road on East Side of Kalihi, \$15,000; Extension of Fort Street to Puna, \$20,000; Road from Kapaau to Pololu, \$4000; Repairing Road from Kawaihewa to Boundary of Keahualo, North Kona, \$4000; Road from Waihalea Bridge to Keaukaha, \$6000; Redemption of Pihoua Branch (Hilo), \$7000; For the Redemption of two miles of Kaunaha Road (Hilo), \$2000; Building Wharf Shed at Hookeua, South Kona, \$500; Wharf Shed at Hoopuloa, \$300; Water Pipes, Palama, from King street to sea, Ewa side Kamehameha Girls' School, \$5000; Water Pipes East Side of Kalihi, \$10,000; Running Expenses of Sewerage System, \$22,160; Extension Peck Road, Olaa, \$6000.

HOUSE AGAIN PLAYS TAG WITH THE APPROPRIATIONS

The House passed over fifty items of the salary bill for the seventh time yesterday, rushing them through without waiting for debates of any kind.

Mossman took good care of all the items relative to the fifth district and owing to his efforts in behalf of that section has become known as the "guardian angel of the fifth." He became quite indignant over an attempt of Prendergast's to combine the Deputy Sheriffs of Waihalea and Ewa. He attacked the motion so vigorously that Prendergast withdrew from the floor.

Mossman found fault with the bill and was in for a Deputy Sheriff of Molokai.

The salaries changed by the House are as follows:
Assistant to Attorney General \$3600.
High Sheriff \$5400. Sheriff of Hawaii \$4800. Sheriff of Kauai \$4800. Assistant to Deputy High Sheriff (new) \$2600. Clerk to Kauai Sheriff \$1000. Deputy Sheriff Lahaina \$2400. Deputy Sheriff of Hana \$1440. Hack Inspector \$400. Stenographer \$1800.

Action on the Police pay rolls for the various islands was deferred.

The House then adjourned for the day.

AT CAPITOL GROUNDS.

This Afternoon's Band Concert and Its Program.

The Territorial band will play at the Capitol grounds at 3 o'clock this afternoon, the following being the program:

Part I.
The Old Hundred.
Overture—Isabella.
Ballad—Pilgrims of the Night.
Liddell Chorus—Tannhauser.
Grand Selection—Lohengrin.
Wagner

Part II.
Fantasia—Ye Olden Times.
Reeves
Finale—William Tell.
Rossini
Gavotte—Modern.
Tours
Selection—American Airs.
Beyer
The Star Spangled Banner.

Ten Thousand Demanded.

L. C. Canacho has brought an action for \$10,000 damages against High Sheriff Brown for injuries alleged to have been received while a prisoner in Oahu prison. The plaintiff was found guilty on May 15, 1900, of intent to commit an offense against the person of A. de Souza Canavaro, Consul for Portugal, whose dwelling had been partly wrecked with some explosive, and in default of a bond to keep the peace for one year toward Consul Canavaro he was imprisoned for the term mentioned. He says that while in prison a "deputy sheriff" named "Pol" broke one of his ribs, wherefore he claims the damages stated. Thomas Vitch is attorney for plaintiff.

The Hopper Estate.

The estate of the late J. A. Hopper has been incorporated to handle commercial and industrial enterprises. Capital is \$300,000 in shares of \$100 each and the term is 50 years. The officers are: W. L. Hopper, president; Willard E. Brown, secretary; E. Wells Peterson, treasurer. Following are the shareholders and the number of shares held by each: Ellen L. Hopper, 600; Mary H. Peterson, 595; Margaret L. Hopper, 600; Ellen H. Brown, 595; E. Wells Peterson, 5; Willard E. Brown, 5; William L. Hopper, 600.

CLEARING THE DECKS IN SUPREME COURT

Three Cases of March
Term Decided
Yesterday.

TWO NEW TRIALS ARE ORDERED

ALL THREE CASES ARE FROM
THE FOURTH CIRCUIT

—T. HILO.

Jury Disagrees on Breach of Promise
Case and Mistrial is Entered—
Jurors are Excused—Judge Humphreys Disposes of Three Cases.

It looked yesterday as if the Supreme Court were clearing the decks for action at the June, when three decisions were handed down on cases submitted at the March term. They are all from the Fourth Circuit, Judge Little's court, Hilo, and in two of the cases new trials are ordered.

Trial Court Sustained.

The unanimous opinion of the Supreme Court, by Justice Galbraith, has been rendered in the case of Robert Gillespie vs. Robert McBryde, exceptions of defendant from the Fourth Circuit Court. It was a suit for damages resulting from breach of contract and the jury returned a verdict for the plaintiff. The appellate court overrules the exceptions. Following is the syllabus of the opinion:

"Objections to the charge of the court to the jury must be taken promptly and before the jury retires, and preserved in a bill of exceptions, in order to present the same to appellate court for review."

"Errors complained of must be clearly set forth in bill of exceptions and appear to be prejudicial to the party excepting."

Smith & Parsons for plaintiff; Wise & Nickens for defendant.

New Trial Ordered.

Justice Galbraith is author of the unanimous opinion of the Supreme Court in the case of Isaac Erickson vs. Volcano Stables and Transportation Company, exceptions of defendant from the Fourth Circuit Court. It is an action for \$397.76 balance due on a written contract for construction of buildings.

The court below ruled out proof of a debt due the defendant from the plaintiff's transaction with that producing a new trial. A new trial is ordered by the appellate court, upon the following principles:

"A contract debt due the defendant from the plaintiff arising out of a transaction independent of that sued on may be pleaded and established as a set-off to the plaintiff's demand."

"In an action on a written contract for a written contract a claim for unliquidated damages growing out of a neglect or willful failure to perform the same contract cannot be properly pleaded as a set-off or counter claim. Such a demand can only be recognized and allowed when presented by way of recoupment."

Smith & Parsons for plaintiff; Wise & Nickens for defendant.

Another New Trial.

In the case of Charles M. LeBlond vs. Solomon Koni, guardian of Kumuhoua, the unanimous opinion of the court is rendered by Chief Justice Frear. The case is one of exceptions from the Fourth Circuit Court. It was an action by the assignee of a claim of one Ane Paikalani against the guardian, claiming \$1,000 for the care and support of the minor. Defendant offered evidence that Ane Paikalani had undertaken to raise the boy as if her own child, without charge; also that she had been forced by her husband to bring this suit. Objections to this evidence were made by plaintiff and sustained by the court. The jury returned a verdict for \$250 on the claim.

Now the Supreme Court sets aside the verdict and judgment and orders a new trial. The law is thus laid down:

"One who gratuitously takes a child to treat and maintain as a child cannot recover compensation therefor from the child's guardian, until after notice to the guardian that further maintenance of the child will not be gratuitous."

"The guardian may properly show by way of defense that the maintenance of the child was gratuitous. He is not required to prove a contract that there should be no charge for the maintenance."

"Under the circumstances a new trial is granted though much of the evidence that was held inadmissible had been introduced and was not stricken out."

John W. Cathcart and Thos. C. Ridgway for plaintiff; Wise & Nickens for defendant.

Breach of Promise.

Judge Gear delivered the Japanese breach of promise case, on trial for several days to the jury at 1:35 yesterday afternoon. Two hours later, there being no sign of a return, the jury was called into court for agreeing its verdict. Foreman H. G.

Crabbe stated that five ballots had been taken and there was no hope of an agreement, the jury standing seven to five on every ballot.

The court did not care, after but two hours to discharge the jury unless by consent of counsel. It was not pleasant to think of locking the jurors up over Sunday. The position of a juror was not an agreeable one this warm weather, especially when there was horse racing smilingly observed the court, and private business demanding attention.

Mr. Neumann for the plaintiff remarked that two hours was not a long effort to arrive at an agreement. It would be a hardship upon the parties to be forced to another trial, yet the jurors ought to know if it were impossible to agree. All that he would say was that he would not object to the jury's discharge.

Mr. Robertson for defendant thought seven to five an awkward difference. If it were eleven to one or twelve to two there might be good hopes of a verdict.

Judge Gear discharged the jury and ordered a mistrial entered. Then thanking the jurors for their attention to duty, he excused them for the term and adjourned court until 9:30 Monday morning.

Calendar for Tomorrow.

Probate cases will be heard on Monday as follows: Estate Piwi Panawea, probate of will; Estate A. F. Judd, petition of executrix for discharge; Estate Makano, order to show cause; Estate Elizabeth K. Bing-Alina, final accounts; Estate J. N. Spicola Treas., F. G. da Rosa; F. S. C. E. Hapai; R. S. W. C. E. Brown; S. W. T. M. Rowland; J. W. Evan, da Silva; S. B. M. B. de Mellow, and J. B. J. E. Rocha. Of late quite a number of candidates have been initiated.

The Supreme Court term opens tomorrow morning.

The special term of the First Circuit Court will begin on Tuesday.

Judge Gear has instructed Bailiff Ellis to summon trial jurors for the special term. This is in accordance with the new law giving the summoning of jurors into the hands of the court bailiff.

Before Judge Humphreys.

In the respective matters of J. A. McCaskey and Henry E. Cooper, decisions were filed by Judge Humphreys yesterday afternoon, in each case being: "Let the rule to show cause be dismissed."

In Territory of Hawaii vs. Edwin S. Gill an order was made by Judge Humphreys assigning the case and all issues therein involved and now pending to the Hon. George D. Gear, Second Judge of the First Circuit.

Judge Humphreys has appointed Charles B. Dyke trustee for Kalaokomoku K. Kapa for the purpose of withdrawing \$22.65 from the Hawaiian Postal Savings Bank.

CYCLONE BILL SEND CARIN TO SPARKING

Officers of the Steamer China Reap a
Harvest of Shells From Anxious
Passengers.

Berths on the steamer China were at a premium yesterday when it was found there were but fourteen vacant to accommodate the sixty passengers who were booked from this port. The people who had booked first were all right and got their rooms as they entered on the book. The others had to hustle. A descent was made on the officers of the vessel and they were asked to give up their rooms. Some of them had good rooms and some of them had rooms which were not so good. Seventy-five dollars was the premium offered at first by people anxious to get away. The offer was quickly taken by one of the officers and the man who bought the officer's room sold half of it a few minutes later for what he paid for the whole room.

Pretty soon all the rooms were sold but the captain's. No one had the authority to ask "Cyclone Bill" Seabury to give up his comfortable quarters. In a joking way one of the officers suggested that he sell his room also and take pot luck with the rest, and the captain jokingly named a price well up in the hundreds for the privilege of his cabin for the trip. About ten minutes afterward he was approached and asked if he meant what he had said about the price and replied that he did. He was told that his room was sold and it almost took his breath away. Sold it was, however, and to Colonel Spaulding of Kauai. He purchased it for the accommodation of his daughter and himself.

At the last minute word was received that there was another room for sale. It was the second steward's. A young man who had booked but was turned away because his name was the last on the list was the purchaser of it. His was a sad case, he explained to the agents, as he was on his way to San Francisco to take to himself a bride and he wanted to go in the China and, when he heard of the opportunity, gladly paid the premium for the room. The steamer Zealandia leaving here on Thursday will take most of those who were denied trips in the China.

Mail For Coast.

Mail for the Coast by the China closes at the postoffice at 11 o'clock this morning. The steamer sails at noon.

J. W. Moanali, district magistrate of Honolulu, who was retired a short time ago has been appointed deputy sheriff.

THE WEEK'S BUDGET FROM HILO TOWN

Judge Little Declares
Married Desertion
Law Void.

AGAINST THIRTEENTH AMENDMENT

MANY PERSONAL AND SOCIAL
ITEMS OF TOWN AND
COUNTRY.

July Court Term—Hilo Boarding
School Closing—Great Ball Game
—Officers of Court Maunakea A.
O. F.—Ambitious Athletes.

HILO, June 14.

New officers elected at the last regular meeting of Court Maunakea, No. 8854, A. O. F., were as follows: C. R. G. P. Affonso; S. C. R. M. de F. Spicola Treas., F. G. da Rosa; F. S. C. E. Hapai; R. S. W. C. E. Brown; S. W. T. M. Rowland; J. W. Evan, da Silva; S. B. M. B. de Mellow, and J. B. J. E. Rocha. Of late quite a number of candidates have been initiated.

Rev. W. M. Kincaid of Central Union Church delivered a most interesting and valuable discourse at the Foreign Church on Sunday morning. The church choir under the direction of Mrs. J. T. Lewis rendered an excellent musical program.

Mrs. R. T. Guard and daughter, and Mr. and Mrs. J. W. Mason and family are among the Hiloites who have for the Mainland by the Roderick Dhu today. Mrs. Mason and family will make their home permanently on the Coast.

C. C. Kennedy leaves for Maui and Honolulu by today's Kinai until about the first of July. He will meet Mrs. Kennedy and family and Mrs. A. C. Steele in Honolulu as they return on the 25th of the present month.

A very interesting union mass meeting was held at Hilo Church on Sunday evening. Five-minute addresses were given by representatives of the various branches of evangelical and missionary work in Hawaii.

Adam Lindsay, who until yesterday was manager of the Hawaiian Mercantile Co., Kohala, comes over in the Kihi to take charge of the mercantile department of the local branch of Theo. H. Davies & Co.

The Hilo Amateur Orchestra gave their second concert at Hilo Church to a crowded house last Saturday evening. They were enthusiastically received and frequently encored.

Dr. McKay has been confined to the hospital with a slight illness for several days during the past week, but is now able to be about again and attend to her practice.

Last Saturday evening after the concert at the Hilo Church Mrs. Geo. Ross of Hakala chaperoned a supper party given by A. C. Palfrey at De-mothness' Cafe.

Andrew Farley, late head luna at Puna plantation, died at Wailuku on the 1st instant. He had been ill from Bright's disease for some months.

Mrs. G. F. Maydwell will spend her vacation in Hilo. She will be accompanied by her mother who comes from the Coast on a visit this summer.

William McWhirter goes to Honolulu to engage in business. Mrs. McWhirter will go to her former home on the Mainland for the present.

Ed. Soper, who has been on Honoum plantation for some time, succeeds the late Andrew Farley as head luna Puna plantation.

Miss Grubb, sister of Miss Elsa Grubb of the Hilo Hospital, came down in the Amy Turner to spend her vacation here.

Miss Baggs was a passenger on the Amy Turner and is visiting the Scotts at Olaa plantation.

Marriage Law Unconstitutional.

The Tribune reports: A very interesting decision was given by Judge Little sitting in chambers on Thursday morning in the case of Andrew Sajewich vs. Sophia Sajewich, his wife, appealed by defendant from the decision of the District Court which has sentenced her to one week's imprisonment for desertion, in accordance with the barbarous provisions of Chapter 56 of the Penal Laws of 1897, which makes desertion of husband or wife punishable as a crime. The woman claimed and proved cruelty on the part of her husband. The city in rendering its decision said in part as follows:

"The days of slavery in this Territory have passed with the taking effect of the Organic Act. The principle that the wife is a domestic chattel is a rule of law which cannot exist under the American flag. Section 56, under which the defendant has been arrested, defines no crime or misdemeanor, hence from the argument of counsel and the facts submitted it would seem that defendant is in this court answering to a charge predicated upon a statute which defines no crime or misdemeanor. The Constitution of the United States in the Thirteenth Amendment forever abolished and pro-

hibited slavery and involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted. It is not alleged that this defendant has been convicted of a crime, nor was she apprehended by the Civil authorities upon a warrant predicated upon a statute which defines a crime. Involuntary servitude as a punishment for crime would indicate under our Constitution some provision that the statute upon which the party is convicted describes an offense. This statute does not do so and its enforcement is in conflict with the provisions of the Thirteenth Amendment of the Constitution of the United States. It is therefore hereby declared by the Court to be unconstitutional and of no force or effect."

A rather amazing circumstance connected with the case is the fact that Andrew Sajewich, the husband, whose anxiously appealed to the penal code to enforce involuntary servitude upon his wife, was one of the Honoum Galicians who went to the Supreme Court on the ground of the unconstitutionality of a similar provision in the penal code which subjected the Jere-t contract laborer to imprisonment. He evidently thought the Thirteenth Amendment was intended for him but not for his wife; a state of mind distinctly characteristic of humanity generally.

An attempt was made by the more civilized portion of the present Legislature to repeal the penal clause of the statute relative to desertion, but the bill was killed by the Hawaiian majority who drew pictures so horrible of the marital infidelity, which would result therefrom that the hair of their heads stood erect.

July Court Term.

All jury-waived cases, divorce cases and matters which can be tried by the Court alone, by stipulation or otherwise will be tried at the special term of the Fourth Circuit Court opening Monday, June 17, at 10 o'clock. The Grand Jury will be empaneled and sworn at that time. On July 8 the regular term of the court will open at Honokaa, and will then be adjourned to the special session which will reopen here July 17.

The list of Grand Jury for the present term is as follows: E. N. Holmes, J. E. Rodgers, Wm. K. Kilo, J. J. Moir, J. E. Gamble, John B. Borenberg, Wm. Vannatta, Perry Pierce, L. M. Whitehouse, W. H. Shipman, Wm. Higgins, John Norton, B. F. Schoen, John T. Baker, R. T. Guard, Otto Reinhardt, J. D. Easton, Wm. Kinney, Philip Victor, J. A. Humburg, W. Rocky, Peter Lee, Henry Deacon.

Hilo Boarding School.

The Hilo Boarding School held its commencement exercises on Monday, June 10, in the afternoon, in the assembly room and on the grounds of the school, says the Tribune. There was a large attendance of local people and of members of the Evangelical Association who listened with attentive interest to the program rendered. The school, says the Tribune, was a large and well equipped. The school, says the Tribune, was a large and well equipped. The school, says the Tribune, was a large and well equipped.

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